

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

City of Chicago,

Plaintiff,

v.

DoorDash, Inc. and Caviar, LLC,

Defendants.

Civil Action No. 1:21-cv-05162

Honorable Robert W. Gettleman

**DECLARATION OF VICTOR SHAO IN SUPPORT OF
DEFENDANTS' MOTION TO DISMISS THE COMPLAINT**

I, Victor Shao, declare as follows:

1. I am an adult over the age of 18 and a resident of the state of Washington. The information set forth herein is true and correct of my own personal knowledge (unless otherwise stated) and if asked to testify thereto, I would do so competently.

2. I am currently employed as Director, New Verticals for DoorDash, Inc. In that role, I am knowledgeable of consumer-facing aspects of DoorDash's business. I am also knowledgeable of consumer-facing aspects of Caviar, LLC's business. Caviar is a wholly owned subsidiary of DoorDash. I have been employed by DoorDash since 2016.

3. I make this declaration in support of Defendants' Motion To Dismiss. I am authorized to make these statements on behalf of DoorDash and Caviar. In my position as Director, New Verticals for DoorDash, I have access to and personal knowledge of the matters

and information set forth in this declaration. The data from which the information set forth in this declaration was determined is maintained in the regular course of DoorDash's business.

4. Attached hereto as **Exhibit A** is a true and correct copy of the text of DoorDash's current Terms and Conditions (T&C) applicable to consumers, which are quoted in the Complaint at paragraph 85.

5. Attached hereto as **Exhibit B** is a true and correct copy of the DoorDash merchant support page quoted in the Complaint at paragraph 78.

6. Attached hereto as **Exhibit C** is a true and correct copy of the text of DoorDash's current Terms and Conditions for Promotional Offers and Credits, which are linked to—and expressly incorporated by reference—in the T&C (*see* Ex. A § 11(c)).

7. Attached hereto as **Exhibit D** is a true and correct copy of the DoorDash "Estimated Menu Prices" FAQ page quoted and partially depicted in the Complaint at paragraphs 82 and 136.

8. Attached hereto as **Exhibit E** is a true and correct copy of the DoorDash blog post quoted in the Complaint at paragraph 155.

9. Attached hereto as **Exhibit F** is a true and correct copy of the DoorDash "How Dasher Pay Works" FAQ page partially depicted in the Complaint at paragraph 183.

I declare under penalty of perjury under the laws of the United States and the State of Illinois that the foregoing is true and correct.

Executed by me on this 29th day of October, 2021, in Miami, Florida.

DocuSigned by:

Victor Shao

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Victor Shao

EXHIBIT A

United States ▲

CROSS: 1.33 CA-02352 DOORDASH S: 58 E18P1 TO33512 1486 4 16 49 14860 1.338

Terms and Conditions – United States

DoorDash Consumers

Terms and Conditions Agreement

Effective: March 29, 2021

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS (“**AGREEMENT**”) CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND DOORDASH, INC., A DELAWARE CORPORATION, AND ITS SUBSIDIARIES AND AFFILIATED COMPANIES, INCLUDING CAVIAR, LLC (COLLECTIVELY, “**DOORDASH**,” “**WE**,” “**US**,” OR “**OUR**”).

SECTION 12 (<https://www.doordash.com/terms/#section12>) **OF THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, SECTION 12 SETS FORTH OUR ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, EXCEPT AS SET FORTH IN SECTION 12(G); AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. THE ARBITRATION AGREEMENT COULD AFFECT YOUR RIGHT TO PARTICIPATE IN PENDING PROPOSED CLASS ACTION LITIGATION. PLEASE SEE SECTION 12 FOR MORE INFORMATION REGARDING THIS ARBITRATION AGREEMENT, THE POSSIBLE EFFECTS OF THIS ARBITRATION AGREEMENT, AND HOW TO OPT OUT OF THE ARBITRATION AGREEMENT.**

1. Acceptance of this Agreement

DoorDash, including its wholly-owned subsidiary Caviar, provides an online marketplace connection, using web-based technology that connects you and other consumers, restaurants and/or other businesses and independent delivery contractors ("Contractors"). DoorDash's software permits consumers to place orders for food and/or other goods from various restaurants and businesses, either for delivery or pickup (the "Software"). Once a delivery order is made, the Software notifies Contractors that a delivery opportunity is available and the Software facilitates completion of the delivery to the consumer. Once a pickup order is made, the Software communicates with the customer regarding the availability of the order for pickup. DoorDash is not a restaurant, delivery service, or food preparation business.

If you access any of our websites located at <https://www.doordash.com/> (<https://www.doordash.com/>) and <https://trycaviar.com>, install or use our DoorDash or Caviar mobile application, install or use any other software supplied by DoorDash, or access any information, function, or service available or enabled by DoorDash (each, a "**Service**" and collectively, the "**Services**"), or complete the DoorDash account registration process, you, your heirs, assigns, and successors (collectively, "you" or "your") hereby represent and warrant that:

- (a) you have read, understand, and agree to be bound by this Agreement;
- (b) you are of legal age in the jurisdiction in which you reside to form a binding contract with DoorDash; and
- (c) you have the authority to enter into the Agreement personally and, if applicable, on behalf of any organization on whose behalf you have created an account and to bind such organization to the Agreement.

The terms "User" and "Users" refer to all individuals and other persons who access or use the Services, including, without limitation, any organizations that register accounts or otherwise access or use the Services through their respective representatives. Except as otherwise provided in this Agreement, if you do not agree to be bound by the Agreement, you may not access or use the Services.

2. Modifications

Subject to Section 12(k) of this Agreement, DoorDash reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Software or Services at any time, effective upon posting of an updated version of this Agreement through the Services. You should regularly review this Agreement, as your continued use of the Services after any such changes constitutes your agreement to such changes.

3. Additional Terms and Policies

By using the Services, you agree to be bound by this Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with DoorDash's [Privacy Policy](https://www.doordash.com/privacy/) (<https://www.doordash.com/privacy/>), which is incorporated in this Agreement by reference. You also agree to abide by any additional DoorDash policies for Users that are published on our website or mobile application. Certain features of our Services may be subject to additional terms and conditions, which are incorporated herein by reference.

4. Rules and Prohibitions

Without limiting other rules and prohibitions in this Agreement, by using the Services, you agree that:

- (a) You will only use the Services for lawful purposes; you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Users, DoorDash employees, or our community.
- (b) You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights.
- (c) You will only access the Services using means explicitly authorized by DoorDash.
- (d) You will not use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services.
- (e) You will not use the Services to cause nuisance, annoyance or inconvenience.
- (f) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Merchant, User or Contractor, unless DoorDash has given you prior permission to do so in writing.
- (g) You will not copy or distribute the Software or any content displayed through the Services, including Merchants' menu content and reviews, for republication in any format or media.
- (h) You will not compile, directly or indirectly, any content displayed through the Services except for your personal, noncommercial use.
- (i) The information you provide to us when you register an account or otherwise communicate with us is accurate, you will promptly notify us of any changes to such information, and you will provide us with whatever proof of identity we may reasonably request.
- (j) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services.

(k) You will use the Software and Services only for your own use and will not directly or indirectly resell, license or transfer the Software, Services or content displayed by the Services to a third party.

(l) You will not use the Services in any way that could damage, disable, overburden or impair any DoorDash server, or the networks connected to any DoorDash server.

(m) You will not attempt to gain unauthorized access to the Services and/or to any account, resource, computer system, and/or network connected to any DoorDash server.

(n) You will not probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures DoorDash may use to prevent or restrict access to the Services or use of the Services or the content therein.

(o) You will not deep-link to our websites or access our websites manually or with any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy, index, frame, or monitor any portion of our websites or any content on our websites.

(p) You will not scrape or otherwise conduct any systematic retrieval of data or other content from the Services.

(q) You will not try to harm other Users, DoorDash, or the Services in any way whatsoever.

(r) You will not engage in threatening, harassing, racist, sexist or any other behavior that DoorDash deems inappropriate when using the Services.

(s) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services.

(t) You will not abuse our promotional or credit code system, including by redeeming multiple coupons at once or by opening multiple accounts to benefit from offers available only to first-time users.

(u) You will not attempt to undertake any of the foregoing.

In the event that we believe or determine that you have breached any of the aforementioned, we reserve the right to suspend and/or permanently deactivate your account at our sole discretion.

5. Contractors and Merchants Are Independent

You understand and agree that DoorDash provides a technology platform connecting you with independent food service providers and others that provide the products offered through the Services ("**Merchants**"), and independent third-party contractors who provide delivery services ("**Contractors**"). You acknowledge and agree that DoorDash does not itself prepare food or offer

delivery services, and has no responsibility or liability for the acts or omissions of any Merchant or any Contractor. Merchant is the retailer; the services offered by DoorDash pursuant to this Agreement do not include any retail services or any food preparation services. DoorDash is not in the delivery business nor is it a common carrier. DoorDash provides a technology platform facilitating the transmission of orders by Users to Merchants for pickup or delivery by Contractors. DoorDash will not assess or guarantee the suitability, legality or ability of any Contractor or Merchant. You agree that DoorDash is not responsible for the Merchants' food preparation or the safety of the food or whether the photographs or images displayed through the Services accurately reflect the food prepared by the Merchants and/or delivered by the Contractor, and does not verify Merchants' compliance with applicable laws or regulations. DoorDash has no responsibility or liability for acts or omissions by any Merchant or Contractor.

You agree that the goods that you purchase will be prepared by the Merchant you have selected, that title to the goods passes from the Merchant to you at the Merchant's location, and that, for delivery orders, the Contractor will be directed by your instructions to transport the products to your designated delivery location. You agree that neither the Contractor nor DoorDash holds title to or acquires any ownership interest in any goods that you order through the Services.

6. User Account

You may be required to register for an account to use parts of the Services. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and to update the information to keep it accurate, current, and complete. You are the sole authorized user of any account you create through the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you will notify DoorDash immediately. DoorDash will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by DoorDash or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or DoorDash has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, DoorDash has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). We may enable or require you to use a single pair of login credentials to use the DoorDash and/or Caviar services. You agree not to create an account or use the Services if you have been previously removed by DoorDash, or if you have been previously banned from use of the Services.

7. User Content

(a) **User Content.** DoorDash may provide you with interactive opportunities through the Services, including, by way of example, the ability to post User ratings and reviews (collectively, “User Content”). You represent and warrant that you are the owner of, or otherwise have the right to provide, all User Content that you submit, post and/or otherwise transmit through the Services. You further represent and warrant that any User Content that you submit, post and/or otherwise transmit through the Services (i) does not violate any third-party right, including any copyright, trademark, patent, trade secret, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) does not contain material that is false, intentionally misleading, or defamatory; (iii) does not contain any material that is unlawful; (iv) does not violate any law or regulation; and (v) does not violate this Agreement. You hereby grant DoorDash a perpetual, irrevocable, transferable, fully paid, royalty-free, non-exclusive, worldwide, fully sublicenseable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use the User Content in connection with DoorDash’s business and in all forms now known or hereafter invented (“Uses”), without notification to and/or approval by you. You further grant DoorDash a license to use your username, first name and last initial, and/or other User profile information, including without limitation, your ratings history, to attribute User Content to you in connection with such Uses, without notification or approval by you. You agree that this license includes the right for other Users to access and use your User Content in conjunction with participation in the Services and as permitted through the functionality of the Services. In the interest of clarity, the license granted to DoorDash herein shall survive termination of the Services or your account. DoorDash reserves the right in its sole discretion to remove or disable access to any User Content from the Services, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law if you post any User Content that violates this Agreement or any community or content guidelines we may publish or that we consider to be objectionable for any reason. You agree that DoorDash may monitor and/or delete your User Content (but does not assume the obligation) for any reason in DoorDash’s sole discretion. DoorDash may also access, read, preserve, and disclose any information as DoorDash reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security, or technical issues, (d) respond to User support requests, or (e) protect the rights, property or safety of DoorDash, its Users and the public.

(b) **Feedback.** You agree that any submission of any ideas, suggestions, and/or proposals to DoorDash through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that DoorDash has no obligations (including without limitation, obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback and you hereby grant to DoorDash a perpetual, irrevocable, transferable, fully paid, royalty-

free, non-exclusive, worldwide, fully sublicenseable right and license to use, copy, display, publish, modify, remove, publicly perform, translate, create derivative works, distribute and/or otherwise use such Feedback.

(c) **Ratings and Reviews.** To the extent that you are asked to rate and post reviews of Merchants or other businesses (“Ratings” and “Reviews”), such Ratings and Reviews are considered User Content and are governed by this Agreement. Ratings and Reviews are not endorsed by DoorDash and do not represent the views of DoorDash or its affiliates. DoorDash shall have no liability for Ratings and Reviews or for any claims for economic loss resulting from such Ratings and Reviews. Because we strive to maintain a high level of integrity with respect to Ratings and Reviews posted or otherwise made available through the Services, you agree that: (i) you will base any Rating or Review on first-hand experience with the Merchant or business; (ii) you will not provide a Rating or Review for any Merchant or business for which you have an ownership interest, employment relationship or other affiliation or for any of that company’s competitors; (iii) you will not submit a Rating or Review in exchange for payment, free food items, or other benefits from a Merchant or business; (iv) any Rating or Review you submit will comply with the Federal Trade Commission’s Guides Concerning the Use of Endorsements and Testimonials in Advertising; and (v) your Rating or Review will comply with the terms of this Agreement. If we determine, in our sole discretion, that any Rating or Review could diminish the integrity of the Ratings and Reviews or otherwise violates this Agreement, we may remove such User Content without notice.

8. Communications with DoorDash

By creating a DoorDash account, you electronically agree to accept and receive communications from DoorDash, Contractors, or third parties providing services to DoorDash including via email, text message, calls, and push notifications to the cellular telephone number you provided to DoorDash. You understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of DoorDash, its affiliated companies and/or Contractor, including but not limited to communications concerning orders placed through your account on the Services. Message and data rates may apply. If you do not wish to receive promotional emails, text messages, or other communications, you may change your notification preferences by accessing Settings in your account. To opt out of receiving promotional text messages from DoorDash, you must reply “STOP” from the mobile device receiving the messages. For purposes of clarity, delivery text messages between you and Dashers are transactional text messages, not promotional text messages.

9. E-SIGN Disclosure

By creating a DoorDash account, you also consent to the use of an electronic record to document your agreement. You may withdraw your consent to the use of the electronic record by emailing DoorDash at privacy@doordash.com with “Revoke Electronic Consent” in the subject line.

To view and retain a copy of this disclosure, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. For a free paper copy, or to update our records of your contact information, email DoorDash at privacy@doordash.com with contact information and your mailing address.

© 2019 DoorDash, Inc. All rights reserved. DoorDash, the DoorDash logo, and all other marks contained herein are trademarks of DoorDash, Inc. in the United States and other countries.

10. Intellectual Property Ownership

DoorDash alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Services, or any intellectual property rights owned by DoorDash. DoorDash names, DoorDash logos, and the product names associated with the Software and Services are trademarks of DoorDash or third parties, and no right or license is granted to use them. You agree that you will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software or the Services.

11. Payment Terms

(a) **Prices & Charges.** You understand that: (a) the prices for menu or other items displayed through the Services may differ from the prices offered or published by Merchants for the same menu or other items and/or from prices available at third-party websites and that such prices may not be the lowest prices at which the menu or other items are sold; (b) DoorDash has no obligation to itemize its costs, profits or margins when publishing such prices; and (c) DoorDash reserves the right to change such prices at any time, at its discretion. For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower depending on the final in- store totals. In those situations, DoorDash reserves the right to charge your payment method the final price after checkout. You are liable for all transaction taxes on the Services provided under this Agreement (other than taxes based on DoorDash’s income). In the event that the charge to your payment method may incorrectly differ from the total amount, including subtotal, fees, and gratuity, displayed to you at checkout and/or after gratuity is selected, DoorDash reserves the right to make an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout and/or after gratuity is selected. All payments will be processed by DoorDash or its payments processor, using the preferred payment method designated in your account. If your payment details change, your card provider may provide us with updated card details.

We may use these new details or details from other cards on file in order to help prevent any interruption to your Use of the Services. If you would like to use a different payment method or if there is a change in payment method, please update your billing information.

(b) **No Refunds.** Charges paid by you for completed and delivered orders are final and non-refundable. DoorDash has no obligation to provide refunds or credits, but may grant them, in each case in DoorDash's sole discretion.

(c) **Promotional Offers and Credits.** DoorDash, at its sole discretion, may make promotional offers with different features and different rates to any User. These promotional offers are subject to the terms of this Agreement and may be valid only for certain Users as indicated in the offer. You agree that promotional offers: (i) may only be used by the intended audience, for the intended purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by DoorDash; (iii) are subject to the specific terms that DoorDash establishes for such promotional offer; (iv) cannot be redeemed for cash or cash equivalent; and (v) are not valid for use after the date indicated in the offer or in DoorDash's Terms and Conditions for Promotional Offers and Credits. DoorDash reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that DoorDash determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement. DoorDash reserves the right to modify or cancel an offer at any time. DoorDash's Terms and Conditions for Promotional Offers and Credits (the current version of which is available at <https://help.doordash.com/consumers/s/article/offer-terms-conditions> (https://help.doordash.com/consumers/s/article/offer-terms-conditions) and which is incorporated in this Agreement by reference) apply to all promotional offers. You agree that we may change DoorDash's Terms and Conditions for Promotional Offers and Credits at any time. DoorDash may also offer gratuitous credits, which can be used for the Services. Any credit issued by DoorDash is valid for 6 months from the date of issue except to the extent prohibited under applicable law and may not be redeemed for cash or cash equivalent. Upon expiration, credits will be removed from your account. Expired credits are no longer redeemable and cannot be used towards any order. Credits issued through a User's DoorDash and Caviar account may only be redeemed through that respective brand's Services.

(d) **Fees for Services.** DoorDash may change the fees for our Services as we deem necessary or appropriate for our business, including but not limited to Delivery Fees, Service Fees, Small Order Fees, and Surge Fees. DoorDash may also charge merchants fees on orders that you place through the Services, including commissions and other fees, and may change those merchant fees as we deem necessary or appropriate for our business or to comply with applicable law.

(e) **Referral Program.** DoorDash's Referral Program Terms and Conditions are available at <https://www.doordash.com/referral-terms/> (https://www.doordash.com/referral-terms/) ("Referral Program"). Under the Referral Program, DoorDash offers its registered Users in good standing the

opportunity to earn gratuitous DoorDash credits as promotional rewards by inviting their eligible friends to register as new DoorDash Users and place their initial order through the Services by using a unique referral ID link ("**Personal Link**"). For each Qualified Referral (as defined in the Referral Program) generated through a User's Personal Link, the User may receive a gratuitous credit as specified on DoorDash's Referral Program page. You agree that we may change the terms and conditions of the Referral Program or terminate the Referral Program at any time.

(f) DashPass Subscriptions.

General: DashPass is an automatically renewing subscription requiring recurring payments. A DashPass subscription grants you access to reduced fees on orders placed through the Services for eligible restaurants with a minimum subtotal as stated when you sign up (excluding taxes and tips) ("**Reduced Fees**"). Reduced Fees and other DashPass benefits may be redeemed only at eligible restaurants, as indicated through the Services. DoorDash reserves the right to change whether a restaurant is eligible for DashPass at any time with or without notice. DashPass orders are subject to delivery driver and geographic availability, and taxes may apply to the cost of the items you order. You may provide an optional gratuity. Depending on the conditions as stated when you sign up, Service Fees and other fees may apply. We reserve the right to add and modify fees as discussed in this Section. Your DashPass benefits will extend to both DoorDash and Caviar when you register for a DashPass subscription.

DashPass is offered for a monthly or yearly fee payable at the start of the relevant period. By signing up for DashPass and providing DoorDash with your payment account information, you agree that: (a) you will be charged your first DashPass subscription fee and any applicable taxes on the date you purchase your DashPass subscription; (b) you authorize DoorDash and its service providers to store your payment method for the purpose of executing future DashPass auto-renewal transactions; (c) **UNLESS YOU CANCEL, BY DEFAULT (AND WITH PRIOR NOTICE ONLY TO THE EXTENT REQUIRED BY APPLICABLE LAW), YOUR DASHPASS SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF THE THEN-CURRENT SUBSCRIPTION PERIOD, and (d) AT THE TIME OF RENEWAL, DOORDASH WILL AUTOMATICALLY CHARGE THE THEN-CURRENT DASHPASS FEE AND ANY APPLICABLE TAXES TO AN ELIGIBLE PAYMENT METHOD THAT WE HAVE ON FILE FOR YOU.** If your payment details change, your card provider may provide us with updated card details. We may use these new details or details from other cards on file in order to help prevent any interruption to your DashPass subscription. If you would like to use a different payment method or if there is a change in payment method, please update your billing information.

Corporate DashPass Subscriptions: Notwithstanding any other provision in these terms, you may be eligible for a complimentary DashPass subscription when your employer registers for a Corporate DashPass Subscription. If you have a complimentary DashPass subscription through your employer, your account will begin and end in accordance with the terms of your employer's corporate

subscription unless your subscription is otherwise cancelled. To receive the subscription benefits, you must register using your corporate email address and be an authorized user added by your employer, and then click the activation button.

Trial or Promotional Subscriptions: From time to time, DoorDash offers some customers trial or other promotional subscriptions to DashPass. Such trial or promotional subscriptions are subject to this Agreement and the DoorDash Terms and Conditions for Promotional Offers and Credits except as otherwise stated in the promotional offer. When your free trial period has expired, your subscription will automatically convert into a paid DashPass subscription, and DoorDash will bill you the applicable fee. If you cancel DashPass before the trial period has expired, DoorDash will not charge you for the DashPass subscription. If you purchase a DashPass subscription with a promotional code, each time your DashPass subscription renews, you will be charged the full billing amount. Only one trial or promotional subscription is available per household. If your DashPass subscription is ever terminated for any reason, you shall not be eligible for a free trial on any subsequent DashPass subscription.

Cancellations: You can cancel your DashPass subscription at any time through the Services.

Instructions on how to cancel are available [here](#)

(<https://help.doordash.com/consumers/s/article/How-do-I-cancel-my-Dashpass-subscription>) and on Caviar [here](#) (<https://help.trycaviar.com/consumers/s/article/How-do-I-cancel-my-Dashpass-subscription>). You must cancel at least one (1) day before the next-scheduled subscription renewal date to avoid being charged for the next subscription period (e.g., if renewal date is January 10, you must cancel by 11:59:59 pm PT on January 9).

If you participated in a free trial or other promotional subscription period for DashPass, you may cancel within the first 48 hours of your paid DashPass subscription and receive a full refund of your DashPass fee (as applicable).

For both monthly and annual subscribers, if you cancel your DashPass subscription within the first 48 hours and have not placed a DashPass-eligible order during that period, DoorDash may, in its sole discretion, refund your DashPass fee.

If you cancel your DashPass subscription at any other time, you will not receive a refund, but you can continue to enjoy the Reduced Fees and other DashPass benefits through the end of your then-current subscription period.

DashPass Benefits for Chase Cardmembers: Chase cardmembers are eligible for certain DashPass benefits on both DoorDash and Caviar when an eligible Chase credit card is added to either account. The specific benefits depend upon which Chase credit card is added to your account. These benefits are subject to this Agreement and the DoorDash Terms and Conditions for Promotional Offers and Credits as well as the following card-specific terms:

- [Chase Sapphire Reserve®](https://www.chase.com/digital/resources/terms-of-use/csr-doordash.html) (https://www.chase.com/digital/resources/terms-of-use/csr-doordash.html)
- [Chase Sapphire® & Chase Sapphire Preferred®](https://www.chase.com/digital/resources/terms-of-use/sapphire-doordash) (https://www.chase.com/digital/resources/terms-of-use/sapphire-doordash)
- [Chase Freedom](https://www.chase.com/digital/resources/terms-of-use/freedom-doordash) (https://www.chase.com/digital/resources/terms-of-use/freedom-doordash)
- [Chase Slat](https://www.chase.com/digital/resources/terms-of-use/slate-doordash) (https://www.chase.com/digital/resources/terms-of-use/slate-doordash)

Additional information about the DashPass benefits for Chase cardmembers can be found [here](https://help.doordash.com/consumers/s/article/Chase-Partnership?language=en_US) (https://help.doordash.com/consumers/s/article/Chase-Partnership?language=en_US).

Updates and Changes: The DashPass prices and features may change in the future. If DoorDash changes the monthly or annual fee charged for a DashPass subscription, DoorDash will notify you and provide you with the opportunity to change your subscription before DashPass is renewed for another subscription term. Your continued use of the Services after the change becomes effective will constitute your acceptance of the fee change. If you do not wish to continue subscribing with the new fees, you may cancel your DashPass subscription within the specified notice period. Any DashPass subscriptions will be subject to the terms and conditions in effect at the time you sign up or your subscription renews. DoorDash may also make such changes with respect to current DashPass subscriptions. In that case, DoorDash will provide you with notice via email of the changes and when those changes will take effect. If you disagree with the changes to your current DashPass subscription terms and conditions, you may cancel your DashPass subscription and receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which you cancel the subscription.

No Transfer or Assignments & Cancellations by DoorDash: Your DashPass subscription cannot be transferred or assigned. DoorDash reserves the right to accept, refuse, suspend, or cancel your DashPass subscription at any time in its sole discretion. If DoorDash cancels your DashPass subscription, you will receive a refund of your subscription fee on a pro rata basis calculated from the end of the month during which your subscription was cancelled, unless DoorDash terminates your account or your DashPass subscription because it determines, in its sole discretion, that your actions or your use of the Services violates this Agreement or has harmed another User.

(g) Gift Cards. Except as provided below, Gift Cards may be redeemable towards eligible orders placed on www.doordash.com (https://www.doordash.com/) or www.trycaviar.com (http://www.trycaviar.com) in the Caviar and DoorDash apps in the United States. But if you have a Gift Card that was purchased and used September 15, 2020, you must use any remaining balance of that Gift Card on the service (Caviar or DoorDash) where the card was first redeemed. Gift Cards are

made available and provided by DoorDash, Inc. Gift Cards are not redeemable for cash except when required by applicable law. For more information on the Gift Card Terms and Conditions, visit [dasherhelp.doordash.com/doordash-gift-cards](https://help.doordash.com/consumers/s/article/DoorDash-Gift-Cards-Terms?language=en_US).
(https://help.doordash.com/consumers/s/article/DoorDash-Gift-Cards-Terms?language=en_US)

12. Dispute Resolution.

PLEASE READ THE FOLLOWING SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH DOORDASH AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF. THIS SECTION 12 OF THIS AGREEMENT SHALL BE REFERRED TO AS THE "ARBITRATION AGREEMENT".

(a) **Scope of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Services as a User of the Services, to any advertising or marketing communications regarding DoorDash or the Services, to any products or services sold or distributed through the Services that you received as a User of our Services, or to any aspect of your relationship or transactions with DoorDash as a User of our Services will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or DoorDash may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement.

CASES HAVE BEEN FILED AGAINST DOORDASH—AND OTHERS MAY BE FILED IN THE FUTURE—THAT ATTEMPT TO ASSERT CLASS ACTION CLAIMS, AND BY ACCEPTING THIS ARBITRATION AGREEMENT YOU ELECT NOT TO PARTICIPATE IN SUCH CASES.

IF YOU AGREE TO ARBITRATION WITH DOORDASH, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY SUCH CLASS, COLLECTIVE, AND/OR REPRESENTATIVE LAWSUIT. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST DOORDASH IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR.

(b) **Informal Resolution.** You and DoorDash agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and DoorDash therefore agree that, before either you or DoorDash demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual Arbitration Agreement. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of its, his, or her intent to initiate an

informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To notify DoorDash that you intend to initiate an informal dispute resolution conference, email

Informal.Resolution@doordash.com, providing your name, telephone number associated with your DoorDash account (if any), the email address associated with your DoorDash account, and a description of your claim. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

(c) **Arbitration Rules and Forum.** This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply. Before a party may begin an arbitration proceeding, that party must send notice of an intent to initiate arbitration and certifying completion of the informal dispute resolution conference pursuant to paragraph 12(b). If this notice is being sent to DoorDash, it must be sent by email to the counsel who represented DoorDash in the informal dispute resolution process, or if there was no such counsel then by mail to General Counsel, at 303 2nd Street, Suite 800, San Francisco, CA, 94107. The arbitration will be conducted by ADR Services, Inc. under its rules and pursuant to the terms of this Agreement. Arbitration demands filed with ADR Services, Inc. must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); and (4) the signature of the party seeking arbitration. Disputes shall be subject to ADR Services, Inc.'s most current version of its Arbitration Rules, available as of December 21, 2020 at

<https://www.adrservices.com/services/arbitration-rules>

(<https://www.adrservices.com/services/arbitration-rules>) or by calling ADR Services, Inc. at 310-201-0010 (about:blank). The fees that shall apply to arbitrations administered by ADR Services, Inc. are set forth on ADR Services, Inc.'s website, available as of December 21, 2020 at

<https://www.adrservices.com/rate-fee-schedule/> (<https://www.adrservices.com/rate-fee-schedule/>).

Specifically, the fees set forth in ADR Services, Inc.'s Mass Employment Arbitration Fee Schedule shall apply when twenty (20) or more arbitration claims are filed which: (1) involve the same or similar parties; (2) are based on the same or similar claims which arise from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact; and (3) involve the same or coordinated counsel for the parties. In all other circumstances, the fees set forth in ADR Services, Inc.'s General Fee Schedule shall apply, except that DoorDash will pay the portion of the initial case opening fees (if any) that exceeds the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. Payment of all

filing, administration, and arbitration fees will be governed by ADR Services, Inc.'s rules. If the arbitrator finds that you cannot afford to pay ADR Services, Inc.'s filing, administrative, hearing and/or other fees and cannot obtain a waiver of fees from ADR Services, Inc., DoorDash will pay them for you. If ADR Services, Inc. is not available to arbitrate, the parties will mutually select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, video conference, based on written submissions, or in person in the county where you live or at another mutually agreed location.

См. 132-й раздел документа в: 38-й стр. 10/20/21 14:16 78 91 49 14/10/21 14:30

(d) **Arbitrator Powers.** The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. All disputes regarding the payment of arbitrator or arbitration-organization fees including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court. The arbitration will decide the rights and liabilities, if any, of you and DoorDash. Except as expressly agreed to in Section 12(g) of this Agreement, the arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award, on an individual basis, monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and DoorDash.

(e) **Waiver of Jury Trial.** YOU AND DOORDASH WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. You and DoorDash are instead electing to have claims and disputes resolved by arbitration, except as specified in Section 12(a) above. There is no judge or jury in arbitration, and court review of an arbitration award is limited.

(f) **Waiver of Class or Consolidated Actions.** EXCEPT AS EXPRESSLY AGREED TO IN SECTION 12(G) OF THIS AGREEMENT, YOU AND DOORDASH AGREE TO WAIVE ANY RIGHT TO RESOLVE CLAIMS WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS EXCEPT AS SET FORTH IN SECTION 12(G). CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER EXCEPT AS SET FORTH IN SECTION 12(G). If, however, this waiver of class or consolidated actions is deemed invalid or

unenforceable with respect to a particular claim or dispute, neither you nor DoorDash is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 20. This provision does not prevent you or DoorDash from participating in a class-wide settlement of claims.

(g) **Batch Arbitrations.** To increase efficiency of resolution, in the event 100 or more similar arbitration demands against DoorDash, presented by or with the assistance of the same law firm or organization, are submitted to an arbitration provider selected in accordance with the rules described above within a 30-day period, the arbitration provider shall (i) group the arbitration demands into batches of no more than 100 demands per batch (plus, to the extent there are less than 100 arbitration demands left over after the batching described above, a final batch consisting of the remaining demands); and (ii) provide for resolution of each batch as a single arbitration with one set of filing and administrative fees and one arbitrator assigned per batch. You agree to cooperate in good faith with DoorDash and the arbitration provider to implement such a batch approach to resolution and fees.

(h) **Opt Out.** DoorDash's updates to these Terms and Conditions do not provide a new opportunity to opt out of the Arbitration Agreement for customers or Users who had previously agreed to a version of DoorDash's or Caviar's Terms and Conditions and did not validly opt out of arbitration. DoorDash will continue to honor the valid opt outs of customers or Users who validly opted out of the Arbitration Agreement in a prior version of the Terms and Conditions. If you are a customer or User who creates a DoorDash or Caviar account for the first time on or after November 10, 2020, you may opt out of this Arbitration Agreement. If you do so, neither you nor DoorDash can force the other to arbitrate as a result of this Agreement. To opt out, you must notify DoorDash in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your DoorDash username (if any), the email address you currently use to access your DoorDash account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send your opt-out notice to: opt-out@doordash.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you.

(i) **No Effect on Independent Contractor Agreement.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND DOORDASH RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES AS A CONTRACTOR. FOR THE AVOIDANCE OF DOUBT, IF YOU ARE A CONTRACTOR, OPTING-OUT OF THE ARBITRATION AGREEMENT SET FORTH IN THIS SECTION 12 HAS NO EFFECT ON YOUR AGREEMENT TO ARBITRATE DISPUTES COVERED BY YOUR INDEPENDENT CONTRACTOR AGREEMENT WITH DOORDASH.

(j) **Survival.** This Arbitration Agreement will survive any termination of your relationship with DoorDash.

(k) **Modification.** Notwithstanding any provision in the Agreement to the contrary, we agree that if DoorDash makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to DoorDash.

13. Third-Party Interactions.

(a) **Third-Party Websites, Applications and Advertisements.** The Services may contain links to third-party websites ("**Third-Party Websites**") and applications ("**Third-Party Applications**") and advertisements ("**Third-Party Advertisements**") (collectively, "Third-Party Websites & Advertisements"). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Advertisement, DoorDash will not warn you that you have left DoorDash's website or Services and will not warn you that you are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of DoorDash. DoorDash is not responsible for any Third-Party Websites, Third-Party Applications or any Third-Party Advertisements. DoorDash does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services. You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Applications, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

(b) **App Stores.** You acknowledge and agree that the availability of the Software and the Services is dependent on the third party from which you received the application license, e.g., the Apple iPhone or Android app stores ("**App Store**"). You acknowledge and agree that this Agreement is between you and DoorDash and not with the App Store. DoorDash, not the App Store, is solely responsible for the Software and the Services, including the mobile application(s), the content thereof, maintenance, support services and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Software and the Services, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Software or the Services. You agree to comply with, and your license to use the Software and the Services is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Software or the Services. You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and you represent and warrant that you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that each App Store (and its affiliates) is an intended third-party beneficiary of this Agreement and has the right to enforce the terms and conditions of this Agreement.

14. Social Media Guidelines.

DoorDash maintains certain social media pages for the benefit of the DoorDash community. By posting, commenting, or otherwise interacting with these pages, you agree to abide by our [Social Media Community Guidelines](https://dasherhelp.doordash.com/social-media-community-guidelines) (<https://dasherhelp.doordash.com/social-media-community-guidelines>).

15. Transactions Involving Alcohol

CRMS: 7-32-04-020203 CONTRACT# 0: 58 LPHH: 10/20/21 LPHH: 12/14/21 LPHH: 1/13/22

You may have the option to request delivery of alcohol products in some locations and from certain Merchants. If you receive your delivery in the United States, you agree that you will only order alcohol products if you are 21 years of age or older. If you receive your delivery in another country, you agree that you will only order alcohol products if you are of legal age to purchase alcohol products in the relevant jurisdiction. You also agree that, upon delivery of alcohol products, you will provide valid government-issued identification proving your age to the Contractor delivering the alcohol products and that the recipient will not be intoxicated when receiving delivery of such products. If you order alcohol products, you understand and acknowledge that neither DoorDash nor the Contractor can accept your order of alcohol products, and the order will only be delivered if the Merchant accepts your order. The Contractor reserves the right to refuse delivery if you are not 21 years old, if you cannot provide a valid government issued ID, if the name on your ID does not match the name on your order, or you are visibly intoxicated. If the Contractor is unable to complete the delivery of alcohol products for one or more of these reasons, you are subject to a non-refundable \$20 re-stocking fee.

16. Indemnification

You agree to indemnify and hold harmless DoorDash and its officers, directors, employees, agents and affiliates (each, an **"Indemnified Party"**), from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation, attorneys' fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from (a) your User Content; (b) your misuse of the Software or Services; (c) your breach of this Agreement or any representation, warranty or covenant in this Agreement; or (d) your violation of any applicable laws, rules or regulations through or related to the use of the Software or Services. In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this Section, you agree to pay for the defense of the Indemnified Party, including reasonable costs and attorneys' fees incurred by the Indemnified Party. DoorDash reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with DoorDash in asserting any available defenses. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party's negligence, fraud, deception, false promise,

misrepresentation or concealment, suppression or omission of any material fact in connection with the Software or Services. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Software and/or Services.

17. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF THE SOFTWARE AND SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE SOFTWARE AND SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DOORDASH MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE SOFTWARE OR SERVICES, OR THE SERVICES, SOFTWARE, TEXT, GRAPHICS OR LINKS.

DOORDASH DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THE SOFTWARE OR SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE SOFTWARE OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, DOORDASH SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

18. Internet Delays

The Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as set forth in DoorDash's Privacy Policy or as otherwise required by applicable law, DoorDash is not responsible for any delays, delivery failures, or damage, loss or injury resulting from such problems.

19. Breach And Limitation of Liability

(a) **General.** You understand and agree that a key element of the Services and this Agreement is your and our mutual desire to keep the Services simple and efficient, and to provide the Software and Services at low cost. You understand and agree to the limitations on remedies and liabilities set forth in this Section 19 to keep the Software and Services simple and efficient, and costs low, for all Users.

(b) **Cap on Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, DOORDASH'S AGGREGATE LIABILITY SHALL NOT EXCEED THE GREATER OF AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU TO DOORDASH IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE

EVENT GIVING RISE TO SUCH CLAIM. THIS CAP ON LIABILITY SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

(c) **Disclaimer of Certain Damages.** TO THE FULLEST EXTENT OF LAW, DOORDASH SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND LOSS OF DATA, REVENUE, USE AND ECONOMIC ADVANTAGE). **THE FOREGOING DISCLAIMER OF PUNITIVE AND EXEMPLARY DAMAGES, AND THE ENTIRE DISCLAIMER OF DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE, OR FOR ANY INJURY CAUSED BY DOORDASH'S FRAUD OR FRAUDULENT MISREPRESENTATION, SHALL NOT APPLY TO USERS WHO RESIDE IN THE STATE OF NEW JERSEY.**

20. Exclusive Venue

To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and DoorDash agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in San Francisco County if you are a California citizen or resident, and in the United States District Court for the District in which you reside if you are not a California citizen or resident.

21. Termination

If you violate this Agreement, DoorDash may respond based on a number of factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behavior exists.

In addition, at its sole discretion, DoorDash may modify or discontinue the Software or Service, or may modify, suspend or terminate your access to the Software or the Services, for any reason, with or without notice to you and without liability to you or any third party. In addition to suspending or terminating your access to the Software or the Service, DoorDash reserves the right to take appropriate legal action, including without limitation, pursuing civil, criminal or injunctive redress. Even after your right to use the Software or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

22. Procedure for Making Claims of Copyright Infringement.

It is DoorDash's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to DoorDash by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted

on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Services of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for DoorDash's Copyright Agent for notice of claims of copyright infringement is as follows: General Counsel, DoorDash, Inc., 303 2nd St, Suite 800, San Francisco, CA 94107.

23. General

(a) **No Joint Venture or Partnership.** No joint venture, partnership, employment, or agency relationship exists between you, DoorDash or any third-party provider as a result of this Agreement or use of the Software or Services.

(b) **Choice of Law.** This Agreement is governed by the laws of the State of Delaware consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of any other jurisdiction.

(c) **Severability.** Except as otherwise provided in this Agreement, if any provision of this Agreement is found to be invalid, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

(d) **Consumer Complaints.** In accordance with California Civil Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

(e) **Accessing and Downloading the Application from iTunes.** The following applies to any Software accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"):

(1) You acknowledge and agree that (i) the Agreement is concluded between you and DoorDash only, and not Apple, and (ii) DoorDash, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

(2) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

(3) In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, for the App Store Sourced Application to you and to the fullest extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between DoorDash and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of DoorDash.

(4) You and DoorDash acknowledge that, as between DoorDash and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(5) You and DoorDash acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party's intellectual property rights, as between DoorDash and Apple, DoorDash, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by the Terms.

(6) You and DoorDash acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of the Terms as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

(7) Without limiting any other terms of the Terms, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

(f) **Notice.** Where DoorDash requires that you provide an e-mail address, you are responsible for providing DoorDash with your most current e-mail address. In the event that the last e-mail address you provided to DoorDash is not valid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, DoorDash's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to DoorDash through the following web form: <https://help.doordash.com/consumers/s/contactsupport> (<https://help.doordash.com/consumers/s/contactsupport>). Such notice shall be deemed given on the next business day after such e-mail is actually received by DoorDash.

(g) **Electronic Communications.** For contractual purposes, you (1) consent to receive communications from DoorDash in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that DoorDash provides to you electronically satisfy any legal

requirement that such communications would satisfy if they were in writing. You agree to keep your contact information, including email address, current. This subparagraph does not affect your statutory rights.

(h) **Transfer and Assignment.** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by DoorDash without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. This Agreement binds and inures to the benefit of each party and the party's successors and permitted assigns.

ORR 133 OF 133 (i) **Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter. However, nothing in this Agreement shall supersede, amend, or modify the terms of any separate agreement(s) between you and DoorDash relating to your work as an employee or independent contractor, including, without limitation, any Independent Contractor Agreement governing your efforts as a Contractor.

24. Contact Information

DoorDash welcomes your questions or comments regarding the Terms:

DoorDash, Inc.

303 2nd St, Suite 800

San Francisco, CA 94107

Help Form: <https://help.doordash.com/consumers/s/contactsupport>

Telephone Number: +1 (855) 973-1040

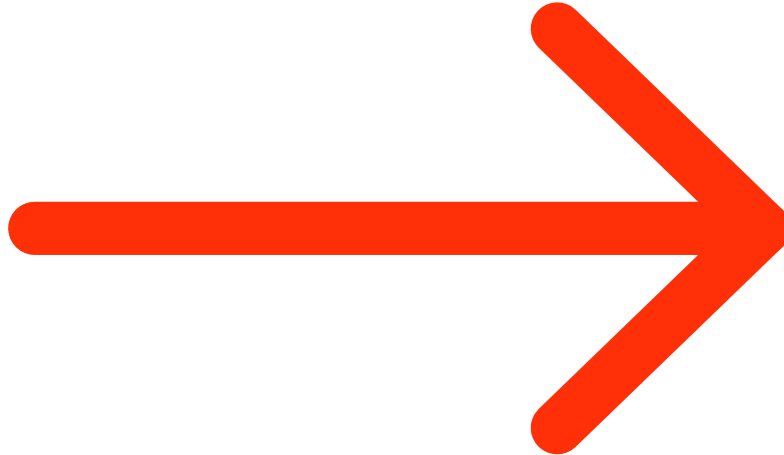
Not a DoorDash Customer? Check out your help site below!

ORRRE: 7 337 04 027185 000000000 0: 58 6480: 1050051 6480 51 04 49 64800 0: 538



I'm a

Dasher

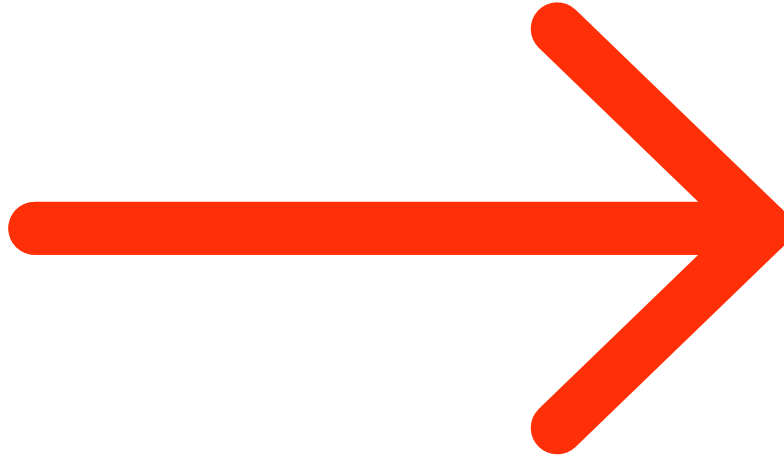


(<https://help.doordash.com/dashers/s/>)



I'm a

Merchant



(<https://help.doordash.com/merchants/s/>)

Get to Know Us

[About Us \(https://www...](https://www.doordash.com/about-us)

[Careers \(https://www.d...](https://www.doordash.com/careers)

[Blog \(http://blog.doord...](http://blog.doordash.com)

[LinkedIn \(https://www.li...](https://www.linkedin.com/company/doordash)

[GlassDoor \(https://www...](https://www.glassdoor.com/overview/working-at-door-dash-el_ie813073.11,19.htm)

[Accessibility \(https://w...](https://www.doordash.com/accessibility)

Let Us Help You

[Account Details \(https:/...](https://help.doordash.com/account-details)

[Order History \(https://w...](https://help.doordash.com/order-history)

[Help \(https://help.door...](https://help.doordash.com/help)

[Have an emergency? \(h...](https://help.doordash.com/emergency)

Doing Business

[Become a Dasher \(https...](https://help.doordash.com/become-a-dasher)

[Be a Partner Restaurant...](https://help.doordash.com/be-a-partner-restaurant)

[Get Dashers for Deliveri...](https://help.doordash.com/get-dashers-for-delivery)



[Terms of Service](https://www.doordash.com/terms/)

(<https://www.doordash.com/terms/>)

[Privacy](https://www.doordash.com/privacy/)

(<https://www.doordash.com/privacy/>)

[Delivery Locations](https://www.doordash.com/food-delivery/)

(<https://www.doordash.com/food-delivery/>)

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(<http://twitter.com/doordash>)



(<http://instagram.com/doordash>)



(https://www.glassdoor.com/Overview/Working-at-DoorDash-El_IE813073.11,19.htm)

EXHIBIT B

DoorDash Merchant Support

Ask a question...

Level Pickup Pricing

We are always searching for more ways to give our partners more flexibility and control over how their restaurant shows up on DoorDash. By listening carefully to feedback from restaurant owners like you, we've designed a new feature that lets you set different prices on your Delivery and Pickup menus as they appear on DoorDash.

For your pickup menu, we recommend that you keep prices consistent with your in-store menu to provide a better experience for your customers.

HOW TO SET LEVEL PRICES

Quickly and easily manage your prices from the 'Merchant Portal'.

1. Log in to your **Merchant Portal** (<https://www.doordash.com/merchant/>) and click on the 'Menus' tab
2. Navigate to the item you'd like to edit the price of
3. Click 'Edit'. Detailed instructions [here](https://docs.google.com/presentation/d/e/2PACX-1vQkcfwefR7xEcZlwOgV7VRcy1lQAo1YixquvHdXjpWkZ0rr7kfge5CDIUfWR-BkiDs_FNs1Zt_SfBUul/pub?start=false&loop=false&delayms=3000&slide=id.g4582ddeadf_0_340) (https://docs.google.com/presentation/d/e/2PACX-1vQkcfwefR7xEcZlwOgV7VRcy1lQAo1YixquvHdXjpWkZ0rr7kfge5CDIUfWR-BkiDs_FNs1Zt_SfBUul/pub?start=false&loop=false&delayms=3000&slide=id.g4582ddeadf_0_340).
4. You'll see two fields, one for Delivery price and a second for Pickup price. Enter in your prices.

Ex.

The screenshot shows a web interface for editing a restaurant menu. At the top, it says "Sunflower Cafe - Lunch Menu" with navigation links for Help, Menu Hours, 3 Linked Stores, and View Live Menu. The main section is titled "Burgers and Beignets" with a subtitle "Carbs and sugar...yum". On the left, a sidebar shows a menu list with "The Best Burger" and "The Best Beignet", and a link to "ADD A CATEGORY". The main editing area is for "The Best Burger". It has fields for "Item Name" (The Best Burger), "Delivery Price" (\$14.00), and "Pickup Price @" (\$14.00). Below these is a note: "Setting DoorDash prices that are different from in-store prices may lower customer satisfaction and loyalty". There is a "Description" field with the text: "Organic beef patty, castello danablu cheese, housemade truffle aioli, and sautéed organic mushrooms". There is also an "Add image" button. At the bottom right of the editing area are "Cancel" and "Save" buttons. On the right, a preview of "The Best Beignet" is shown with a price of \$14.00 and an "Add image" button.

If you'd prefer, we can level out your prices for you. Simply upload a copy of your in-store menu [here](https://forms.gle/Bp73m3wVNoeNamg37) (<https://forms.gle/Bp73m3wVNoeNamg37>), and we can edit your pickup prices to match.

FAQs

Why match your DoorDash Pickup prices with your in-store prices?

Simply put, Pickup prices that match in-store prices lead to more sales for you. In fact, customers tell us they're 35% less likely to order again from restaurants that charge higher prices on DoorDash than on their in-store menu.

When restaurants on DoorDash have Pickup prices level with in-store prices, we notice the following an 18% increase in the likelihood that a customer purchases from your store

What are the benefits of having level prices?

We estimate restaurants like yours will see a 15% increase in new customers after setting their Pickup price to match their in-store price. We also see a 40% increase in customers placing repeat orders from your restaurant.

Will changing my Pickup menu prices to match my in-store prices hurt my overall business?

We believe Level Pickup pricing would help your business. Conservative estimates show that

level pricing across Pickup and in-store menus should lead to a 1.4x increase in weekly sales.

How do I manage Pickup orders?

- Here are some tips to run Pickup orders smoothly:
- Accept and manage Pickup orders the same way you manage your DoorDash Delivery orders – on tablet app, POS, email, or fax.
- Provide clear Pickup instructions to your customers with a custom message in the app.

For example: “To pick up your order, head to the counter on the left side of the entrance.”

Customize your Pickup instructions in the ‘Settings’ tab of Portal.

- Clearly mark a customer Pickup spot, such as a counter near the entrance, so that customers can easily pick orders. Need signs to mark a DoorDash Pickup location? You can order decals and marketing collateral in the ‘Grow Your Sales’ tab on Portal.
- Make sure your Pickup orders are accurate – and that they’re ready for customers on time. With great food and great service, customers you gain through DoorDash Pickup are bound to become neighborhood regulars.

You can find more information about Pickup on DoorDash [here](https://help.doordash.com/merchants/s/article/What-is-DoorDash-Pickup?language=en_US)

(https://help.doordash.com/merchants/s/article/What-is-DoorDash-Pickup?language=en_US).

Why do I pay a commission on Pickup orders?

Orders placed on DoorDash Marketplace for either Delivery or Pickup are proven to be over 90% new, meaning that a vast majority of these customers are brand-new to your business.

In 2020, Epsilon Data Management did a study measuring the overlap between Pickup customers and existing customers for two businesses: a national chain with over 2,000 locations and a regional restaurant group with only 10 locations. The study concluded that 90–95% of Pickup customers were **entirely new to these restaurants – that is, customers found the restaurant specifically because of Pickup.**

DoorDash Marketplace is a powerful marketing tool for your business. The commission on Pickup orders covers the cost of acquiring the new customer for you.

EXHIBIT C

DoorDash Customer Support

Ask a question...

English (Français en bas)

The (<https://www.doordash.com/terms/>) **DoorDash Terms of Service** (https://help.doordash.com/consumers/s/terms-and-conditions-us?language=en_US) and (<https://www.doordash.com/privacy/>) **Privacy Policy** (<https://www.doordash.com/privacy/>) apply for all promotions, credits, and use of the DoorDash app or website. In addition, the Terms and Conditions listed below apply to each promotion and/or credit as indicated.

General Terms:

To qualify for and receive any promotion and/or credit (collectively "Offer(s)"), customer must meet the requirements indicated, as applicable, in the Offer, in the user's DoorDash account, and those listed below. Customers must have a valid DoorDash account with a valid form of accepted payment on file to take advantage of an Offer. Offer must be used when placing a order, but the Offer may not be applied if all conditions are not met after fulfillment of any order applying the Offer. Offers can only be redeemed for DoorDash orders on **DoorDash.com** (<http://DoorDash.com>) or on the DoorDash app with the latest version, and within DoorDash service areas and service hours. For Offers available to new customers or new subscribers, as applicable, customers will be disqualified and will not be entitled to receive the Offer if DoorDash has a record of their name, email, phone number, or credit card having being used for a prior DoorDash order or being linked to an existing active or inactive DoorDash account or otherwise suspected of fraudulent activity. All deliveries are subject to availability. Customers must be the minimum age required by local law to order alcohol. Offers cannot be redeemed for cash or cash equivalent. Offers are not transferable and may not be auctioned, traded, copied, transferred, bartered, modified or sold. Offers cannot be applied retroactively for prior purchases. Offers cannot be combined unless otherwise indicated. DoorDash is not a retailer or seller. Terms are subject to change by DoorDash at any time. DoorDash reserves the right to modify or cancel an Offer at any time. Void where restricted or prohibited by law. DoorDash's computer is the official date/time keeping device for all Offers. The Offer-redeeming user is responsible for paying any applicable sales tax

related to the use of an Offer; DoorDash has no obligation for payment of any tax in conjunction with the distribution or use of any Offer. ©2018 DoorDash, Inc. All Rights Reserved.

Use of Promotional Code(s) Terms and Conditions:

DoorDash's General Terms apply. Promotional codes ("promo codes") will expire on the date indicated in the communication to the customer with the promo code; if no date is specified, the promo code will expire (a) for promo codes contained in mail or email, 30 days after the date the mail or email was sent and (b) for promo codes published in any form (including online), 30 days after the date on which it was last displayed to consumers. To use the promo code and apply it to an order, customer should follow the instructions in the Offer. Promo codes for credits cannot be applied towards taxes or fees other than delivery fees (including but not limited to service fees, small order fees, and surge fees). Promo codes may be limited to a one-time use as indicated in the offer. One-time-use offers apply to charges associated with an order from a single merchant location only. Promo codes cannot be applied to the purchase of alcohol. Unless otherwise indicated in offer, all promo codes are limited to one per person.

\$0 or \$1 Delivery Fee Terms and Conditions:

DoorDash's General Terms and Use of Promotional Code(s) Terms apply. Other fees (including but not limited to service fees, small order fees, and surge fees), taxes, and gratuity still apply. Orders containing alcohol that qualify for a free delivery promotion will be charged a \$0.01 Alcohol Service Fee per delivery. Offers for one-month \$0 or \$1 delivery fees are valid for 30 days after customer's first order is delivered.

New User First Month Unlimited \$0 Delivery Fee Terms and Conditions

Offer is for a \$0 Delivery Fee on orders over \$10. Other fees including service fees, small order fees, taxes, and gratuities still apply. Offer remains valid for 30 days after customer's first order is delivered. Offer valid only on orders with a minimum subtotals greater than \$10, excluding taxes and fees. Offer may not be available to customers in Arizona, Georgia, Indiana, North Carolina, Pennsylvania and Texas. **Offer is not available in Quebec.** Valid First-time users only. Limit one 30 day period per person. All deliveries subject to availability. Must have or create a valid DoorDash account with a valid form of accepted payment on file. Qualifying orders containing alcohol will be charged a \$0.01 Delivery Fee. No cash value. Non-transferable.

New User First Month Unlimited \$1 Delivery Fee Terms and Conditions (Quebec Only)

Offer is for a \$1 Delivery Fee on orders over \$10. Offer available only to users in Quebec. Other fees including service fees, small order fees, taxes, and gratuities still apply. Offer remains valid for 30 days after customer's first order is delivered. Offer valid only on orders with a

minimum subtotals greater than \$10, excluding taxes and fees. Offer may not be available to some customers in Quebec. Valid First-time users only. Limit one 30 day period per person. All deliveries subject to availability. Must have or create a valid DoorDash account with a valid form of accepted payment on file. Qualifying orders containing alcohol will be charged a \$0.01 Delivery Fee. No cash value. Non-transferable.

Discounted Subtotal on Delivery or Pickup Order Terms:

DoorDash's General Terms and Use of Promotional Code(s) Terms apply. Fees (including but not limited to delivery fees, service fees, small order fees, and surge fees), taxes, and gratuity may still apply. Discount codes cannot be applied toward the purchase of alcohol. Pickup discount codes are applicable only for pickup orders; pickup only available at participating merchants. Delivery discount codes are applicable only to delivery orders.

Free DashPass Trial Terms:

DoorDash's General Terms and Use of Promotional Code(s) Terms apply. Free one-week trial offer applicable for 7 (seven) days from day on which it is initiated; free one-month trial offer applicable for 30 (thirty) days from day on which it is initiated. AFTER DASHPASS TRIAL PERIOD ENDS, CUSTOMER WILL AUTOMATICALLY BE CHARGED \$9.99/MONTH, PLUS ANY APPLICABLE FEES. SEE FULL DASHPASS TERMS AND CONDITIONS AND LEARN HOW TO CANCEL [HERE](https://help.doordash.com/consumers/s/terms-and-conditions-us?language=en_US) (https://help.doordash.com/consumers/s/terms-and-conditions-us?language=en_US). Other fees (including but not limited to service fees, small order fees, and surge fees), taxes, and gratuity still apply.

Use of DoorDash Credits Terms and Conditions ("Credit Terms"):

DoorDash's General Terms apply. Credit expires 6 months from the date of issue. DoorDash credits can only be redeemed for DoorDash orders on DoorDash.com (http://DoorDash.com) or on the DoorDash app with the latest version, and within DoorDash service areas and service hours. Credits cannot be applied towards alcohol purchases. Credits are applied toward order subtotals (excluding gratuity and alcohol purchases). Credits may not be applied with any other Offer.

Français (English above)

Modalités relatives aux offres et aux crédits promotionnels

Les modalités de service et la politique de confidentialité de DoorDash s'appliquent à l'ensemble des promotions et des crédits ainsi qu'à l'utilisation de l'application ou du site Web de DoorDash. En outre, les modalités énoncées ci-après s'appliquent à chaque promotion et/ou à chaque crédit, tel qu'il est indiqué.

Modalités générales

Pour avoir droit à une promotion et/ou à un crédit et le recevoir (collectivement, une « offre »), le client doit remplir les exigences indiquées, selon le cas, dans l'offre ou le compte DoorDash de l'utilisateur et celles qui sont indiquées ci-après. Il doit avoir un compte DoorDash valide indiquant un mode de paiement accepté valide pour bénéficier d'une offre. L'offre doit être utilisée au moment de passer une commande, mais elle pourrait ne pas s'appliquer si toutes les conditions ne sont pas remplies après l'exécution de la commande. Les offres peuvent être échangées uniquement contre des commandes DoorDash passées sur DoorDash.com (<http://DoorDash.com>) ou au moyen de la plus récente version de l'application DoorDash, ainsi qu'à l'intérieur des zones et des heures de service de DoorDash. Dans le cas des offres qui s'appliquent uniquement aux nouveaux clients ou aux nouveaux abonnés, selon le cas, les clients seront disqualifiés et n'auront pas le droit de recevoir l'offre si, selon les registres de DoorDash, leur nom, leur courriel, leur numéro de téléphone ou leur carte de crédit a été utilisé pour une commande DoorDash antérieure ou est relié à un compte DoorDash existant, actif ou inactif. Toutes les livraisons sont conditionnelles à la disponibilité. Les clients doivent avoir l'âge minimum requis par la loi locale pour commander de l'alcool. Les offres ne peuvent pas être échangées contre une somme d'argent ou l'équivalent. Les offres ne sont pas transférables et ne peuvent pas être mises aux enchères, négociées, copiées, transférées, échangées, modifiées ou vendues. Les offres ne peuvent pas être appliquées rétroactivement à des achats antérieurs. Elles ne peuvent pas être regroupées, sauf indication contraire. DoorDash n'est ni un détaillant ni un vendeur. Les modalités sont susceptibles d'être modifiées par DoorDash à tout moment. DoorDash se réserve le droit de modifier ou d'annuler une offre à tout moment. Les offres sont nulles là où la loi les limite ou les interdit. Les systèmes informatiques de DoorDash assurent le minutage officiel pour toutes les offres. Le client qui échange une offre est responsable du paiement de toutes les taxes de vente applicables se rapportant à l'utilisation d'une offre; DoorDash n'a aucunement l'obligation de payer les taxes relatives à la distribution ou à l'utilisation d'une offre. ©2018 DoorDash, Inc. Tous droits réservés.

Modalités relatives à l'utilisation des codes promotionnels

Les modalités générales de DoorDash s'appliquent. Les codes promotionnels arrivent à échéance à la date indiquée dans la communication contenant le code promotionnel transmise au client; si aucune date n'est précisée, le code promotionnel arrivera à échéance a) dans le cas des codes promotionnels transmis par la poste ou par courriel, 30 jours après la date à laquelle la communication a été envoyée et b) dans le cas des codes promotionnels publiés sous quelque forme que ce soit (y compris en ligne), 30 jours après la date à laquelle il a été affiché pour la dernière fois aux clients. Pour utiliser le code promotionnel et l'appliquer à une commande, le client doit suivre les instructions figurant dans l'offre. Les codes promotionnels applicables à des crédits ne peuvent pas être portés en réduction des taxes ou des frais autres que les frais de livraison (notamment les frais de service, les frais pour petite commande et les frais pour augmentation subite). Les codes promotionnels peuvent

être à usage unique, comme il est indiqué dans l'offre. Les offres à usage unique s'appliquent aux frais associés à la commande passée auprès d'un seul marchand uniquement. Les codes promotionnels ne peuvent pas s'appliquer aux achats d'alcool. Sauf indication contraire dans l'offre, tous les codes promotionnels sont limités à un par personne.

Modalités relatives aux frais de livraison de 0 \$ ou de 1 \$

Les modalités générales et les modalités relatives à l'utilisation des codes promotionnels de DoorDash s'appliquent. D'autres frais (par exemple, des frais de service, des frais pour petite commande et des frais pour augmentation subite), les taxes et le pourboire s'appliquent. Les commandes comprenant de l'alcool qui sont admissibles à une promotion de livraison gratuite comporteront des frais de service d'alcool de 0,01 \$ par livraison. Les offres relatives aux frais de livraison de 0 \$ ou de 1 \$ pour un mois sont valides pendant 30 jours à partir de la livraison de la première commande du client.

Frais de livraison de 1 \$ pour le premier mois (Québec uniquement)

Offre valable pendant 30 jours après la livraison de la première commande du client. Valable seulement pour les commandes dont le sous-total minimum est supérieur à 10 \$, avant taxes et frais. Offre valable seulement pour les utilisateurs situés à Québec. Il se peut que l'offre ne soit pas disponible pour tous les consommateurs au Québec. Seulement pour les nouveaux utilisateurs. Les autres frais (y compris les frais de service), les taxes et les pourboires s'appliquent tout de même. Toutes les livraisons sont conditionnelles à la disponibilité. Vous devez posséder ou créer un compte DoorDash ayant un mode valide de paiement accepté dans le dossier. Sans valeur monétaire. Non transférable.

Modalités relatives au rabais pratiqué sur le total partiel des commandes à livrer ou des commandes à emporter

Les modalités générales et les modalités relatives à l'utilisation des codes promotionnels de DoorDash s'appliquent. Des frais (par exemple, des frais de livraison, des frais de service, des frais pour petite commande et des frais pour augmentation subite), les taxes et le pourboire pourraient toujours s'appliquer. Les codes de rabais ne peuvent pas s'appliquer aux achats d'alcool. Les codes de rabais pour commande à emporter s'appliquent uniquement aux commandes à emporter; les commandes à emporter sont possibles uniquement chez les commerçants participants. Les codes de rabais pour commande à livrer s'appliquent uniquement aux commandes à livrer.

Modalités relatives à l'essai gratuit d'une DashPass

Les modalités générales et les modalités relatives à l'utilisation des codes promotionnels de DoorDash s'appliquent. Les offres d'essai gratuit d'une semaine s'appliquent pendant sept (7) jours à partir de la date à laquelle elles ont été lancées; les offres d'essai gratuit d'un mois s'appliquent pendant trente (30) jours à partir de la date à laquelle elles ont été lancées. DÈS

QUE LA PÉRIODE D'ESSAI DE LA DASHPASS PREND FIN, LE CLIENT EST AUTOMATIQUEMENT FACTURÉ 9,99 \$ PAR MOIS, PLUS LES FRAIS APPLICABLES. REPORTEZ-VOUS AU TEXTE INTÉGRAL DES MODALITÉS RELATIVES À LA DASHPASS ET APPRENEZ COMMENT L'ANNULER **ICI**

(https://help.doordash.com/consumers/s/terms-and-conditions-us?language=en_US).

D'autres frais (par exemple, des frais de service, des frais pour petite commande et des frais pour augmentation subite), les taxes et le pourboire s'appliquent toujours.

Modalités relatives à l'utilisation des crédits DoorDash (les « modalités relatives aux crédits »)

Les modalités générales de DoorDash s'appliquent. Les crédits arrivent à échéance six mois après la date de leur émission. Les crédits DoorDash peuvent seulement être échangés contre des commandes DoorDash sur **DoorDash.com** (<http://DoorDash.com>) ou au moyen de la plus récente version de l'application DoorDash, ainsi qu'à l'intérieur des zones et des heures de service de DoorDash. Les crédits ne peuvent pas être appliqués aux achats d'alcool. Les crédits sont portés en réduction du total partiel d'une commande (à l'exclusion du pourboire et des achats d'alcool). Les crédits ne peuvent pas être appliqués conjointement avec une autre offre.

EXHIBIT D

DoorDash Customer Support

Ask a question...

Payments

[\(/consumers/s/topic/OTO1a00000...](/consumers/s/topic/OTO1a00000...)

Estimated Menu Prices

How are menu prices set?

For the majority of stores on DoorDash, menu prices are set directly by the merchant. These prices may vary from in-store prices or online prices.

How does estimated pricing work?

Menu prices for unaffiliated merchants on DoorDash are estimated. In these cases we will show an estimated total at checkout. If the amount charged for your items at the store was lower than the amount you were charged at checkout, you will receive a refund for the difference. This may appear as an updated charge, or a refund that may take 5-7 days to process.

Will I ever be charged more than the amount I was charged at checkout?

No, DoorDash will honor your original price.

How can I see the actual amount that was charged?

You can find the most up to date information from your in-app receipt in the orders tab. This will show up as a 'Refund' line item. You will also receive an updated email receipt.

How can I know if a menu's prices are estimated or set directly?

You can find this information on the store page in the DoorDash app or website. This can be found at the bottom of the menu page.

EXHIBIT E

Our Commitment to You

As 2020 comes to a close, we reflect on what an extraordinary challenge it has been for so many, especially the restaurants and local businesses across the country who are among the hardest hit by the pandemic. With indoor dining limited, colder weather upon us, and social distancing rules in effect, restaurants have struggled to survive - with many closing their doors for good.

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DoorDash was founded with a mission to grow and empower local economies, so we've seen it as our responsibility to take action from the beginning of this crisis to help our restaurant partners and support the communities we serve through programs like our [Main Street Strong initiative](#) and the [Main Street Strong Accelerator](#).

As we look to 2021, we are more energized than ever by our core mission and to redouble our commitment to empowering local economies and supporting the businesses that are vital to our communities. We're grateful to have partnered with the National Restaurant Association in developing a [set of principles](#) to guide how we help restaurants reach new customers and grow their revenue, and we remain committed to continually improving our offerings to best serve our restaurant partners.

We've heard the feedback and know we have to make improvements to earn and maintain partner trust. One of our internal values is to be 1% better each day, and by staying true to the principles below, we will end 2021 as a better partner and industry champion. We will continue to build upon these principles and remain focused on learning, growing, and serving our community as best we can.

1. We are committed to empowering restaurants to select the products and services that work for them because we know that no two restaurants are the same. We also know that some restaurants would prefer not to work with DoorDash. While we will always work hard to earn your business, we respect a restaurant's decision not to partner with us:

We've created multiple paths to partner with DoorDash. Some restaurants already have their own delivery drivers, but are looking to reach a larger customer base to increase sales ([Self-Delivery](#)). Others may want to accept orders directly from customers online ([Storefront](#)), or simply leverage our fulfillment platform to get orders delivered ([Drive](#)). And some want help with the end to end customer acquisition and delivery ([Marketplace](#)). Restaurants can choose options that have a flat fee per delivery, or a percentage of the order subtotal. Restaurants can interact directly with the customer, or leave that to us. **Our goal is to ensure merchants can choose what works best for them, logistically and financially.**

As of November 1, 2020, we will not be adding any new restaurants in the United States to the app for the facilitation of delivery via our Marketplace product without consent. Many restaurants appreciate the option to be listed on DoorDash without having a contract. We will clearly communicate to customers when we do not have a contractual relationship with a restaurant listed on DoorDash. Restaurants may claim their store page on DoorDash.com and through the store page may effortlessly request updates to their store menu and hours, as well as request removal. We will promptly take down any restaurant that does not wish to be on our platform within 48 hours of receiving the request.

2. We are committed to helping ensure that the food restaurants prepare arrives hot (or cold) and, most importantly, safely:

We believe there are low-cost, easy-to-implement solutions like tamper-evident packaging to help provide confidence that food delivered through the DoorDash platform is safe. We look forward to partnering with the restaurant industry and restaurant associations to implement these types of common-sense solutions that work for restaurants and Dashers.

DoorDash's policies require Dashers to use insulated bags and prohibit opening or tampering with food containers. We oppose policies that would create new barriers for Dashers to find work opportunities on platforms like DoorDash and that could make third-party food delivery less accessible and more expensive for restaurants.

As for safety needs for our restaurants, consumers and Dashers have evolved during this pandemic, so have we. Since the start of COVID, we quickly pivoted our operations to allow for contactless delivery, made PPE equipment including masks, sanitizer, and gloves available to our Dasher community, and implemented a policy requiring face masks to be worn by all throughout the life cycle of delivery.

3. Restaurants should be able to offer alcohol to help boost sales, so long as clear rules are in place to help ensure safe and legal delivery:

DoorDash stands with restaurants to actively support legislation to help restaurants that choose to offer alcoholic beverages to expand their sales through delivery. We have built product features to verify that a recipient of alcohol is of legal age, to prompt Dashers to check ID, and to notify Dashers about local laws requiring ID checks and prohibiting delivery to intoxicated individuals.

4. We are committed to transparency and clarity when it comes to the fees that our restaurant partners agree to:

We believe there should be no surprises for restaurants when it comes to fees paid to DoorDash. That is why we aim to make our contracts with restaurants simple and clear when it comes to the products and services restaurants select and the associated fees. We also provide information about fees to restaurants through the restaurant portal, and offer a [profit calculator](#) to empower restaurants to understand how working with us can help their business succeed.

We offer a suite of products and services at costs incremental to a restaurant's contracted rate. Restaurants must consent to these optional marketing programs to participate and are able to cancel at any time.

5. We are committed to fair and clear contract terms:

We provide restaurants with fair and transparent contract terms that align with how we approach our partnership, such as mutual indemnities (described in further detail below), a mutual cap on direct damages, and mutual responsibilities regarding operations and compliance with applicable law. We have also agreed to carve-out certain categories of damages from the liability cap, including indemnification, and any damages resulting from bodily injury, damage to property, or violation of applicable law, so that restaurants can make claims without any limit for these categories of losses.

We know that many restaurants are concerned about who is responsible in the event that something goes wrong with a delivery and someone falls ill or is hurt. Our Terms of Service provides fair and mutual indemnification coverage for both the restaurant partner and DoorDash. DoorDash indemnifies our restaurant partners against any third party claims related to damage or harm caused by Dashers and the restaurant partner indemnifies DoorDash against third party claims related to harm caused by the restaurant's products or by the restaurant's violation of any applicable health and safety code, except to the extent that such losses are caused by DoorDash or Dashers.

6. We know that our restaurant partners have their hands full preparing great food. Taxes should be the least of their worries. We are committed to providing clarity to our restaurant partners on which party is responsible for collecting and remitting taxes:

Our current agreements provide guidance that DoorDash will remit taxes in states where we are the marketplace facilitator. This list is provided in our [FAQs](#).

We will commit to working with our partners to accurately calculate, collect, and as appropriate remit taxes in all states.

7. We are committed to giving restaurants tools to access delivery while maintaining access to customers:

We understand one of the biggest asks from restaurants is access to customer information. We have listened to that feedback and have built solutions such as [Storefront](#) and [Drive](#), which enable restaurants to leverage our logistics platform while maintaining the direct relationship with the customer.

We are also committed to building new tools to improve the delivery experience and help restaurants improve their operations. We commit to transparency and trackability of orders throughout the delivery process, including access to communicate with Dashers, updated ETAs on Dasher arrival both at the restaurant and customer level, as well as the ability for a restaurant to respond directly to customer feedback.

Tony Xu
Author

CEO, and Co-Founder

EXHIBIT F

How Dasher Pay Works

NOTE: This article only applies to Dashers in the United States and Canada.

The Dasher Pay Model

We know that Dashers like you have a lot of choices, which is why we've created a pay model that is designed to make earnings fair, consistent, and transparent for every delivery. For each delivery, you will earn at least \$1 plus customer tip, but DoorDash will ensure that your total earnings (including tips) are never less than the amount you're guaranteed when you're offered a delivery. Below is more detailed information about how earnings work.

What is the Guaranteed Minimum?

The guaranteed minimum is the amount, including tips, that you're shown when you're offered a delivery. The guaranteed minimum is based on a variety of factors including the size of the order, whether you have to place the order in person, and the projected driving distance, traffic, parking, and wait time at the store.

You will never earn less than the guaranteed minimum if you accept and complete the delivery, and you might earn more.

How Do Earnings Work?

For each delivery, you will always receive at least \$1 in DoorDash base pay plus 100% of customer tips.* For unusual or complex deliveries, such as large catering orders, base pay may exceed \$1.

When base pay plus tip is less than the guaranteed minimum, DoorDash will make up the difference.

GUARANTEED MINIMUM	DOORDASH BASE PAY	CUSTOMER TIP	DOORDASH ADDITIONAL PAY	TOTAL EARNINGS
\$10	\$1	\$3	\$6	\$10

When base pay plus tip is more than the guaranteed minimum, you keep that larger amount.

GUARANTEED MINIMUM	DOORDASH BASE PAY	CUSTOMER TIP	DOORDASH ADDITIONAL PAY	TOTAL EARNINGS
\$10	\$1	\$12	\$0	\$13

** For deliveries where a customer orders through a third party platform, DoorDash relies on that third party to provide tips collected from their customer to DoorDash. DoorDash then provides those tips to the Dasher.*

Extra Earnings

If we offer an extra dollar amount per delivery, such as peak pay or on-time pay, you will get that dollar amount on top of the guaranteed minimum (or the \$1 + customer tip if that amount is higher) if the requirements for that extra pay are met. For more on peak pay [see here](#).

GUARANTEED MINIMUM	PEAK PAY	DOORDASH BASE PAY	CUSTOMER TIP	DOORDASH ADDITIONAL PAY	TOTAL EARNINGS
\$10	\$3	\$1	\$12	\$0	\$16
(\$13 + \$3 Peak Pay)					

We built this model based on Dasher feedback. It is designed to provide what Dashers value:

1) Transparency

Dashers have told us that they want to know the details of the order up front so they can make an informed decision about whether to accept the delivery. That's why we provide Dashers key information when they're offered a delivery, including the minimum they will earn, the location of the restaurant, the location of the customer, and the total mileage. In the coming weeks, Dashers will also be able to see a detailed breakdown of their earnings for each delivery.

2) Fair and Consistent Earnings

Dashers have said they want earnings for every delivery to be based on the amount of time and effort required to complete the delivery, even if there is a small tip or no tip at all. That's what the pay model is designed to provide. When base pay plus tip is more than the guaranteed minimum, Dashers keep that larger amount. And when base pay plus tip is less than the guaranteed minimum, DoorDash makes up the difference.

3) Work Opportunities

Dashers have also made clear that they want to make more deliveries in less time so they can meet their financial goals. Because Dashers know that they will never earn less than guaranteed minimum, they know it is worthwhile to accept all kinds of orders. As a result, customers receive their food faster and more reliably, which leads to more orders and more earning opportunities for Dashers to put toward whatever their goals may be.

If you are having any pay-related issues feel free to search our help articles or fill out our [contact support form](#) and a specialist will reach out to you soon.
